



MEDICAL ASSISTANCE ADMINISTRATION (MAA)  
**INTERPRETER SERVICES**  
**CORE PROVIDER AGREEMENT**

CURRENT PROVIDER NUMBER

Providers must notify the Department of Social and Health Services (DSHS), hereinafter referred to as "the department," within thirty (30) days in writing of any status changes to information in this form or Appendix A. This includes notification when an interpreter is no longer contracted with or working for your agency. A change in ownership cancels this agreement and a new agreement requesting a provider number must be submitted.

**INTERPRETER AGENCY:** Complete Section I when requesting a provider number for your agency. Complete Section II below or Appendix A for **each** interpreter requesting their Performing Provider Number (PPN) be associated with your agency.

**INTERPRETERS INDEPENDENTLY CONTRACTING WITH MAA:** The interpreter independently applying for and who will bill under the provider number assigned in response to this contract must complete and sign Section I below.

**SECTION I**

**TO BE COMPLETED BY ALL PROVIDERS**

Please print or type the following information:

1. OWNER		2. EFFECTIVE DATE (COMPLETED BY MAA)	
3. BUSINESS NAME (AS YOU WANT DSHS/MAA TO SET UP YOUR BILLING ACCOUNT)		4. BUSINESS TELEPHONE NUMBER	
5. PHYSICAL BUSINESS ADDRESS			
6. MAILING ADDRESS			
7. PROVIDER IS: <input type="checkbox"/> Language agency <input type="checkbox"/> Independent interpreter		8. UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)	
		9. FEDERAL TAX NUMBER	
10. SIGNATURE OF <b>AUTHORIZED</b> AGENT		DATE	

**SECTION II: PERFORMING PROVIDER NUMBER STATEMENT**

To be completed for each interpreter contracting/working under the provider name and number stated in Section I above, and requiring a PPN.

1. INTERPRETER NAME	
2. INTERPRETER ADDRESS	
3. INTERPRETER TELEPHONE NUMBER	4. INTERPRETER SOCIAL SECURITY NUMBER
5. INTERPRETER DSHS/LANGUAGE INTERPRETER SERVICES AND TRANSLATIONS (LIST) MEDICAL INTERPRETER CERTIFICATE NUMBER: CERTIFICATION DATE:	
6. INTERPRETER LANGUAGE(S) OF CERTIFICATION	
7. NAME OF AGENCY THAT PPN WILL BE ASSOCIATED WITH FOR BILLING	
8. CURRENT MAA PPN <input type="checkbox"/> Yes; number: <input type="checkbox"/> No	9. PROVIDER NUMBER OF AGENCY FOR PPN ASSOCIATION

I understand my PPN will be associated with only the agency I have specified. I also understand that this requirement impacts only my contract with MAA. **This requirement does not impact my right or ability to contract with or be employed by any business not contracted with MAA.**

SIGNATURE	DATE
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SIGNATURE OF <b>AUTHORIZED</b> AGENT	DATE
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1. INTERPRETER NAME	
2. INTERPRETER ADDRESS	
3. INTERPRETER TELEPHONE NUMBER	4. INTERPRETER SOCIAL SECURITY NUMBER
5. INTERPRETER DSHS/LANGUAGE INTERPRETER SERVICES AND TRANSLATIONS (LIST)	
MEDICAL INTERPRETER CERTIFICATE NUMBER:	CERTIFICATION DATE:
6. INTERPRETER LANGUAGE(S) OF CERTIFICATION	
7. NAME OF AGENCY THAT PPN WILL BE ASSOCIATED WITH FOR BILLING	
8. CURRENT MAA PPN <input type="checkbox"/> Yes; number: <input type="checkbox"/> No	9. PROVIDER NUMBER OF AGENCY FOR PPN ASSOCIATION
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The Medical Assistance Administration (MAA) of the Department of Social and Health Services (the department) reimburses for interpreter services provided to eligible clients accessing covered medical services under a MAA medical assistance program. The interpreter service program is administered by the Division of Client Support.

## **TERMS AND CONDITIONS**

**Provider Eligibility:** The interpreter services program offers services through certified or qualified interpreter providers (provider). To be an eligible provider, interpreters must apply for a provider identification number; sign this agreement; and meet all the applicable state and/or federal licensure or certification requirements to assure the department of his/her qualifications to perform said services. In the case of interpreters working through a language agency, each individual provider shall have one Performing Provider Number (PPN) which is valid for only one specific agency.

A provider is not considered to be participating until a provider number is issued, and the provider bills and accepts payment from the department.

**Governing Law:** The interpreter program must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, 74.04.025 RCW, Chapter 388-55 Washington Administrative Code (WAC), and other legal mandates. In case of conflict or inconsistency, the following order of precedence applies: 1) Title VI of the Civil Rights Act of 1964; 2) Section 504 of the Rehabilitation Act of 1973; 3) Americans with Disabilities Act (ADA); 4) RCW 74.04.025; 5) Chapter 388-555 WAC; 6) department numbered memoranda; and 7) Interpreter Services Billing Instructions.

**Billing and Payment for Services:** A provider must bill the department for services rendered to eligible MAA clients, as prescribed in the Interpreter Services Billing Instructions. Reimbursement for covered services will be made according to the fee schedule in the Interpreter Services Billing Instructions. This payment must be accepted as sole and complete remuneration for services covered under this program. The provider may not bill the client or the clients' medical/health care provider for interpreter services when provided while accessing Medical Assistance services.

In the event that a provider receives payments from the department in error or in excess of the amount properly due under the applicable rules and procedures, the provider will promptly refund to MAA any excess money so received. In the event that additional funds are due the provider, adjustment will be made upon discovery by MAA or upon receipt of a written request. A provider shall bill usual and customary charges or according to billing instructions issued by MAA.

A provider will be held to all the terms of this agreement even though a third party may be involved in billing claims to the department. It is a breach of this agreement to discount recipient accounts (factor) to a third party biller or to pay a third party biller a percentage of the amount collected. If a provider elects to bill the department by a tape-to-tape claims processing method or through a third party biller, a copy of the power-of-attorney to the billing agent must be submitted binding the biller to the applicable terms of this agreement.

Whenever the department fails to make a payment within 45 days of receipt of a properly completed invoice for interpretive services, interest will be paid at the rate of one percent (1%) per month of the allowable amount, but at least one dollar (\$1.00) per month.

**Recordkeeping and Audits:** Documentation and records as specified by Chapter 388-555 WAC and the Interpreter Services Billing Instructions must be maintained to support the services and level of services billed. These records and supportive material must be available to MAA and the department upon request. Audits may be conducted to determine compliance with the rules and regulations of the program.

Based upon findings of an audit, investigation or other proceedings, MAA may order repayment of excess benefits or payments plus interest on the excess benefits and assess civil penalties. Civil penalties may be assessed in an amount not to exceed three times the amount of excess benefits or payments as defined in RCW 74.09.210 through .28 for fraudulent or abusive practices.

**Notice of Changes:** The provider shall complete Appendix A and notify the department within thirty (30) days of any status changes to information contained therein. A change in ownership cancels this agreement and a new agreement and provider number must be requested.

**Indemnification:** The department and the provider agree to hold each other harmless from all legal action based on the negligent actions or omissions of either party under the terms of this agreement.

**Termination:** A provider may terminate this agreement at any time by giving written notice to the department. The department may terminate this agreement, in whole or in part, by giving the provider thirty (30) days written notice. The thirty days' notice is not required if the department determines that the quality of the interpretation provided is such that the health and safety of recipients is endangered.

If the department terminates this agreement for breach of any of the terms herein or for default of any of the provider's obligations hereunder, the notice to the provider shall contain a statement of the provider's right of review of the department's decision.

In the event that funding for the interpreter services program is withdrawn, reduced or limited in any way, the department may terminate this agreement.

## STATEMENT OF WORK

The provider is an independent contractor and is not an employee or agent of DSHS/MAA. The provider shall have the capacity to provide interpreters at the time and place requested by the medical and/or health care provider. Service requests shall be fulfilled using the most effective and cost-efficient service mode available, such as, but not limited to, video teleconferencing or in person. When the provider does not have the capacity to fulfill the service request at the time and place requested by the medical and/or health care provider, the provider shall make an appropriate referral to another provider that may be able to accommodate the interpreter service at the time and place requested.

**Independent Interpreter Requirements:** Independent interpreters contracting with MAA shall:

1. Be an eligible provider and MAA-contracted as defined in the Interpreter Services Billing Instructions.
2. Bill the department directly for all interpreter services provided MAA eligible clients, and not bill through a language agency.
3. Submit service and utilization reports as described by MAA.
4. Submit a copy of the Error and Omission Insurance, Accord Certificate of Insurance. List DSHS/MAA as the certificate holder.

**Language Agency Requirements:** Language agencies shall ensure their interpreters comply with department certification standards, Code of Conduct and all specifications outlined within the Interpreter Services Billing Instructions. Language agencies also shall:

1. Ensure the most effective and cost-efficient interpreter service mode available, such as, but not limited to, video teleconferencing or in person.
2. Refer medical and/or health care providers to another provider if it cannot fulfill the interpreter service request.
3. Submit a corrective action plan to MAA for approval in response to quality or conduct concerns involving agency interpreters.
4. Promptly investigate incidents including but not limited to service quality or access involving agency interpreters and clients and report findings to MAA.
5. Submit service and utilization reports as described by DSHS/MAA.
6. Be solely responsible for payment to each interpreter for billings submitted to DSHS/MAA.
7. Comply, as appropriate, with state, federal and local tax requirements such as, but not limited to liability, worker's compensation, unemployment insurance and social security.
8. Maintain on file, a statement completed and signed by each interpreter providing interpreter services for MAA clients, indicating name of language agency selected to provide interpreter services.
9. Submit a copy of the Error and Omission Insurance, Accord Certificate of Insurance. State or name the DSHS/Medical Assistance Administration as the certificate holder.

**Non-discrimination Clause:** As provided in Chapter 388-555 WAC and the department Interpreter Service Code of Conduct, a provider to the department medical assistance program shall agree to provide necessary interpreter services consistent with his/her profession and that all services rendered have been provided without discrimination on the grounds of age, sex, marital status, race, creed, color, religion, or national origin, or the presence of any sensory, mental or physical handicap. Providers maintain the right to accept assignments consistent with professional standards.

The provider, \_\_\_\_\_, a \_\_\_\_\_, agrees to abide by the terms of this agreement and by all applicable federal and state statutes, rules, and procedures.

PROVIDER'S SIGNATURE	DATE
DSHS CONTRACTING OFFICER'S SIGNATURE	DATE